

1  
2  
3  
4  
5  
6 UNITED STATES DISTRICT COURT  
7  
8 DISTRICT OF MASSACHUSETTS  
9

10  
11 MMAS RESEARCH LLC, a  
12 Washington limited liability company,  
13 Plaintiff,

14 v.

15 Boston Children's Hospital, MMAR  
16 LLC, Jacob Hartz, Hannah Palfrey,  
17 Sarah D de Ferranti, Donald Morisky  
18 DOES 1 through 10, inclusive,  
19 Defendants.  
20  
21  
22  
23  
24  
25

NO. 1:24-cv-12108  
COMPLAINT FOR DAMAGES

1. Breach of Contract
2. DMCA Section 1202 -  
Integrity of copyright  
management  
information
3. Tortious Interference  
with Contract
4. Trade Secret  
Misappropriation DTSA
5. 17 U.S. Code § 504 –  
Willful Statutory  
Infringement of  
Copyright

JURY TRIAL DEMANDED

1 Plaintiff, MMAS RESEARCH LLC (hereinafter “MMAS Research” or  
2 “Plaintiff”), by and through its undersigned attorneys, complains and  
3 alleges as follows:  
4

5 **I. RELEVANT BACKGROUND**

6 1. Plaintiff is a Washington limited liability company.

7 2. Plaintiff is the owner of the “MMAS RESEARCH WIDGET  
8 CODE” (the “Morisky Widget”), registered under United States Copyright  
9 Registration No. TX 8-816-517 (Registration date December 3, 2019) (the  
10 “Morisky Widget Copyright”).  
11

12 3. The Morisky Widget is an electronic diagnostic assessment  
13 protocol to measure and identify medication adherence behaviors, as  
14 further described below, and which includes registered translations of the  
15 widely used “Morisky Medication Adherence Scale (8-item)” (“MMAS-8”)  
16 and “Morisky Medication Adherence Scale (4-item)” (“MMAS-4”) tests,  
17 along with other validated assessments, specifically the Clinically Useful  
18 Depression Outcome Scale (“CUDOS”) and Clinically Useful Anxiety  
19 Outcome Scale (“CUXOS”) assessments, which are included in the  
20 registered source code of the Morisky Widget as part of its federal copyright  
21 registration.  
22  
23  
24  
25

1           4. Plaintiff is the owner of the Global Medication Reconciliation  
2 Form (GMRF) Software. GMRF provides clinicians with the ability to  
3 monitor patients' prescription medication/illicit drug usage and correlate  
4 them with dangerous drug interactions. The Global Medication  
5 Reconciliation Form (GMRF) does this through a process of Verification,  
6 Clarification, and Reconciliation allowing clinicians to proceed with  
7 confidence of the effectiveness of their regimens or, alternatively, to  
8 provide interventions for patients who are at risk of harm.  
9

10  
11           5. Defendant Boston Children's Hospital ("BCH") is a pediatric  
12 hospital and research institute in Boston Massachusetts.  
13

14           6. Defendant MMAR LLC is a Nevada Corporation that does  
15 business in Boston Massachusetts.  
16

17           7. Defendant Jacob Hartz is an employee of the BCH.

18           8. Defendant Hannah Palfrey is an employee of BCH.

19           9. Defendant Sarah D de Ferranti is an employee of BCH.  
20

21           10. Defendant Donald Morisky is the founder and manager of MMAR  
22 LLC.  
23  
24  
25

1           11. Plaintiff is informed and believes and thereon alleges that  
2 defendants DOES 1 through 10, inclusive (the “Doe Defendants,” and  
3 collectively with the above-named defendants, the “Defendants”)), are  
4 other parties not yet identified who have breached contracts that are the  
5 subject of this lawsuit. The true names, whether corporate, individual, or  
6 otherwise, of DOES 1 through 10, inclusive, are presently unknown to  
7 Plaintiff, which therefore sues said defendants by such fictitious names,  
8 and will seek leave to further amend this complaint to show their true names  
9 and capacities when their identities have been determined.  
10

11  
12  
13           12. Plaintiff is informed, believes, and thereupon alleges that Doe  
14 Defendants were, and are, in some manner responsible for the actions,  
15 acts, and omissions alleged, and for the damages caused by Defendants  
16 and are, therefore, liable for the damages caused to Plaintiff.  
17

18           13. Plaintiff is informed, believes, and thereon alleges that  
19 Defendants did, at all material times, foresee the nature and extent of the  
20 probable consequences of their acts in proximately causing said damages  
21 to Plaintiff.  
22  
23  
24  
25

1           14. Plaintiff is informed, believes, and thereon alleges that, at all  
2 relevant times, Defendants controlled, and participated in the acts or  
3 conducted alleged herein.  
4

## 5                           **II.     JURISDICTION AND VENUE**

6           15. This action arises, in part, under the Copyright Infringement  
7 Under 17 U.S.C. §§ 101, including all sections created or amended by the  
8 Digital Millenium Copyright Act conferring federal question jurisdiction  
9 under U.S. Code §§ 101, and supplemental jurisdiction on Plaintiff's state  
10 law claims under 28 U.S.C. § 1367.  
11

12           16. Additionally, this Court has original jurisdiction over this  
13 controversy for misappropriation of trade secrets claims pursuant to 18  
14 U.S.C. § 1836(c), and diversity jurisdiction pursuant to 28 U.S.C. § 1332,  
15 as the amount in controversy exceeds \$75,000.00 and there is a complete  
16 diversity of citizenship between the Parties.  
17

18           17. Venue is proper in this District pursuant to 28 U.S.C. §§  
19 1391(b)(2) because (a) a substantial part of the events or omissions giving  
20 rise to Plaintiff's claims occurred in this District; (b) the unlawful acts of  
21 Defendants complained of herein have been committed within this District  
22 and have, had, or will have had effect in this District; (c) the written  
23  
24  
25

1  
2 agreements identified and described more thoroughly below were entered  
3 into by the Parties in this District; and (d) the written agreements identified  
4 and described more thoroughly below, by their terms, stipulated to  
5 jurisdiction and venue in this District.  
6

7 18. Venue is also proper in this District pursuant to 28 U.S.C. §  
8 1391(c)(3) because one or more defendants are amenable to personal  
9 jurisdiction in this District.  
10

11 **A. MMAS Research LLC Morisky Widget MMAS-8**  
12

13 15. Dr. Donald Morisky (interchangeably referred to herein as “Dr.  
14 Morisky,” “Morisky” and “Donald Morisky”) relocated his California  
15 business, MMAS Research LLC to Washington State in December 2016.  
16

17 16. It was registered as MMAS Research LLC with the Washington  
18 Secretary of State’s Office on December 21, 2016.  
19

20 17. Dr. Morisky, Steven Trubow and Dustin Machi collaborated on  
21 the creation of the Morisky Widget MMAS-8, and MMAS-4 software  
22 beginning in November 2016 and finished in February 2017. *See Exhibit 1.*  
23

24 18. The Morisky Widget was first published on the internet in  
25 February 2017. The copyright was held by Dustin Machi, an individual

1 working as a software engineer at Virginia Tech University until he  
2 assigned it to MMAS Research LLC in December 2019. See *Exhibit 2*

3 19. Between February 2017- July 2019 MMAS Research LLC  
4 perpetually licensed the Morisky Widget software to over 200  
5 pharmaceutical firms, hospitals, and universities worldwide.  
6

7 20. In July 2019, Donald Morisky voluntarily left MMAS Research  
8 LLC and gave up his 50% ownership in the Morisky Widget software,  
9 Morisky Widget licenses. See *Exhibit 3*.  
10

11 21. In January 2019, while a member of MMAS Research LLC,  
12 Donald Morisky formed MMAR LLC Nevada and developed a medication  
13 adherence software similar to the Morisky Widget.  
14

15 22. From September 2019 until December 2020, MMAS Research  
16 LLC, Trubow, Morisky and MMAR LLC were engaged in litigation in  
17 Washington State and Nevada.  
18

19 23. In December 2020, Morisky, MMAR LLC, Trubow, and MMAS  
20 Research LLC dismissed all previous complaints against each other with  
21 prejudice and signed a preliminary settlement agreement, CR2A. See  
22 *Exhibit 4*.  
23  
24  
25

1           **B.     The Morisky Widget Copyright**

2           24. To protect the integrity of the Morisky Widget against  
3     counterfeiting, infringing, or unauthorized use, Plaintiff filed for and  
4     obtained a certificate of registration for the Morisky Widget from the United  
5     States Copyright Office. *See Exhibit 5.*

6  
7           25. The Morisky Widget copyright, as alluded to above, includes the  
8     Morisky Widget diagnostic assessments, the MMAS-4, MMAS-8 among  
9     other diagnostic assessments.

10  
11          26. Plaintiff has complied in all respects with the Copyright Act and  
12          Digital Millennium Copyright Act, as well as all other laws governing  
13          copyrights, as to the Morisky Widget copyright.

14  
15          27. Thus, Plaintiff has been, and still is, the author and exclusive  
16          holder of all rights, title, and interest in, and to, the copyrights to the Morisky  
17          Widget.

18  
19           **C.     Plaintiff's Successful Defense of Rights to the Morisky**  
20           **Widget**

21          28. In September 2021, Donald Morisky filed case no. 2:21-CV-  
22          1301-RSM-DWC, a copyright infringement and breach of contract (CR2A)  
23          complaint against MMAS Research LLC in the United States District Court,  
24          Western District of Washington at Tacoma.  
25



1           29. On April 15, 2022, Morisky’s motion for a temporary restraining  
2 order against MMAS Research using the Morisky Widget was dismissed by  
3 the Court. United States Magistrate Judge David W. Christel of the United  
4 States District Court, Western District of Washington at Tacoma, issued a  
5 Report and Recommendation which acknowledged that “MMAS Research  
6 LLC holds the Copyright Registration to the Morisky Widget....” Exh. 1 on  
7 page 6, line 22. Further, the Magistrate Judge acknowledged that “the  
8 Morisky Widget is exclusively in [MMAS Research LLC’s] control...” Id. at  
9 page 8, line 16. See Exhibit 13.

10           30. The Ninth Circuit Court of Appeals issued a memorandum on  
11 March 13, 2024, in case no. No. 23-55202 confirming that MMAS Research  
12 owned the copyright to the Morisky Widget, stating:

13           “The district court erred in concluding that MMAS lacked standing to  
14 sue for copyright infringement. The district court found that a 2020  
15 preliminary settlement agreement (CR2A) from a separate lawsuit between  
16 MMAS and Dr. Donald Morisky transferred the Morisky Widget from MMAS  
17 to Dr. Morisky. But that agreement—which simply outlined terms MMAS  
18 and Dr. Morisky “desire[d] to consent and agree to” sometime in the  
19 future—was never finalized. MMAS thus never transferred its copyright and  
20 remains the registered owner of the Morisky Widget. Similarly, because the  
21  
22  
23  
24  
25

1 agreement was a private contract between Dr. Morisky and MMAS, and  
2 because it was never finalized, it was not an abandonment of MMAS's right  
3 to sue Charité for copyright infringement. See *Exhibit 6*.  
4

5 **E. Licensing of the Morisky Widget**

6 31. Plaintiff permits the use of the Morisky Widget, licensing its  
7 copyright and diagnostic assessments, only through a licensing program  
8 memorialized in a licensing agreement. Under the licensing program, use  
9 of the Morisky Widget source code is authorized by Plaintiff and only in  
10 compliance with Plaintiff's strict coding and scoring in the Morisky Widget.  
11  
12

13 32. Restrictions on the use and disclosure of the coding and scoring  
14 of the Morisky Widget diagnostic assessments are key limitations on the  
15 licenses.  
16

17 33. The terms of the licenses granted by Plaintiff are designed not  
18 only to protect federally registered rights, but also to protect patients and  
19 health care providers from counterfeit or scientifically incorrect diagnostic  
20 assessments and inaccurate results.  
21

22 34. All Morisky Widget licensees are required to score and code  
23 diagnostic assessments, MMAS-4 and MMAS-8 tests in the Morisky  
24 Widget and to be trained and certified on the use of the Morisky Widget  
25

1 before administering it to patients. The reasons for training and  
2 certification are that whereas the traditional MMAS-8 test was a measure  
3 of medication  
4 adherence, the Morisky Widget MMAS-8 is a diagnostic assessment of  
5 medication behavior.  
6

7 **F. MMAS Program for Licensee Training and Certification on**  
8 **Use of Morisky Widget**

9 35. Training and certification are essential to ensure that the Morisky  
10 Widget licensee analyzes and report the MMAS results correctly to benefit  
11 the patients taking the assessments and the presentation of the Morisky  
12 Widget MMAS-8 results in the medical literature.  
13

14 36. Licenses for the Morisky Widget are typically structured as a fee  
15 for a perpetual license, and there is a charge for each Morisky Widget test  
16 administered by a licensee, in addition to those included in the cost of the  
17 license.  
18

19 37. Plaintiff charges fees for training and certification in use of the  
20 Morisky Widget.  
21

22 38. BCH was trained and certified on the Morisky Widget MMAS-8,  
23 not the traditional MMAS-8. Dr Hartz customized a Morisky Widget MMAS-  
24 8 medication specific test for the BCH study.  
25

1           39. Dr Hartz clearly understood differences between the Morisky  
2 Widget MMAS-8 tests published in 2017 and the original MMAS-8 tests  
3 published in the Journal of Clinical Hypertension article which was retracted  
4 for academic fraud in 2023.  
5

6           **G.     The Night and Day Differences between the 2006 MMAS-8**  
7           **and the 2017 Morisky Widget MMAS-8.**

8           40. It is important to distinguish the differences between the  
9 traditional MMAS-8 scoring and coding criteria and that of the Morisky  
10 Widget MMAS-8. In 2023, the Journal of Clinical Hypertension retracted  
11 Morisky's MMAS-8 validation article because the Journal  
12 confirmed that Morisky made false claims about the sensitivity and  
13 specificity of the MMAS-8 scale.  
14  
15

16           41. It is also important to identify that the foregoing does not apply  
17 to the Morisky Widget MMAS-8 because unlike the never changing static 8  
18 questions of the MMAS-8, the Morisky Widget MMAS-8 assessment is  
19 dynamic with constantly changing MMAS-8 questions that are condition  
20 and medication specific. See Exhibit 7.  
21  
22  
23  
24  
25

1 42. Beginning with the publication of the Morisky Widget in January  
2 2017, Morisky abandoned the static 2006 MMAS-8 test and instead was  
3 only willing to license the 2017 Morisky Widget MMAS-8 for its greater  
4 validity, much higher sensitivity, and specificity than its 2006 predecessor.  
5

6 43. The 2006 MMAS-8 was simply a measure of medication  
7 adherence, the 2017 Morisky Widget was a diagnostic assessment of  
8 medication taking behavior with the ability to not only measure raw  
9 medication adherence, but able to identify WHY the patient was non-  
10 adherent to their medication regimen for their specific health condition.  
11

12 44. The MMAS-8 Widget software consists of a list of questions that  
13 distinguish between the underlying cause of non-adherence as being  
14 intentional or unintentional allocate numerical value for each. Questions 2,  
15 3, 6, and 7 assess individuals' intentional nonadherence whereas the  
16 remaining 1, 4 5 and 8 assess the unintentional adherence behaviors. The  
17 generated MMAS-8 scores were based on intentional and unintentional  
18 non-adherence, to determine adherences based on intentional cause for  
19 not taking their medications or unintentional cause such as cognitive  
20 impairment, worries about the consequences of taking them, or loss of  
21 motivation to self-care.<sup>1</sup>  
22  
23  
24  
25

---

<sup>1</sup> This significant difference was clarified by Donald Morisky in an email he wrote to a

1           **H.     BCH Morisky Widget License.**

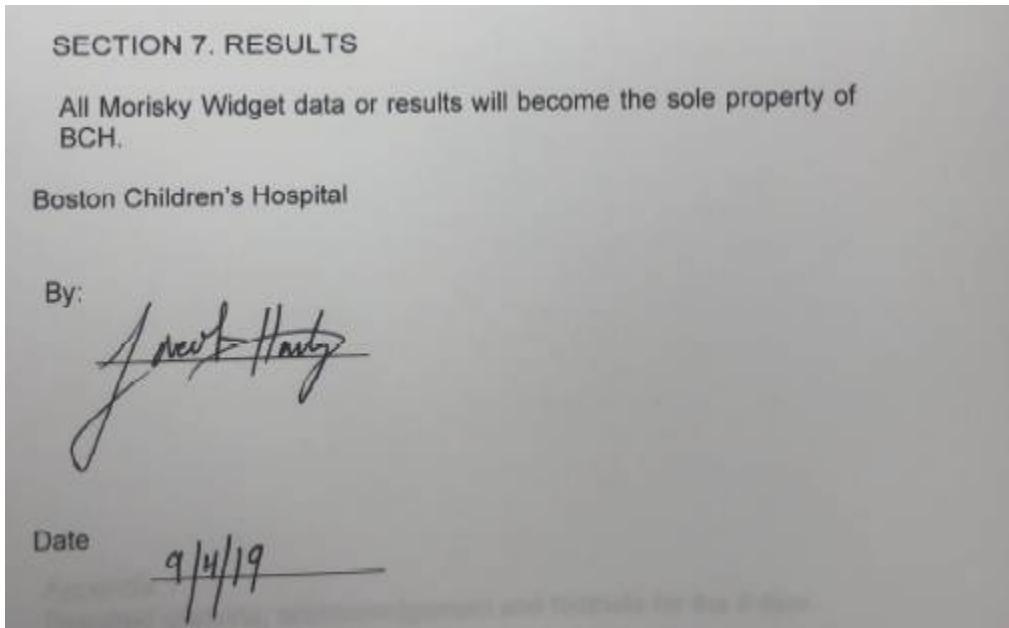
2   45.    On September 4, 2019, Jacob Hartz, Boston Children’s Hospital (BCH)  
3   executed a perpetual MORISKY Widget MMAS-8 license with MMAS search  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14

15  
16           researcher at Temple University on September 8, 2017. Morisky wrote:

17       *“Thank you very much, Gabiel, regarding your interest in obtaining a license to use*  
18       *the MMAS-8 diagnostic adherence instrument. Beginning January 2017, all data*  
19       *collection of the MMAS adherence scales must use the Morisky Widget. All MMAS-*  
20       *8 and MMAS-4 licenses are administered through the Morisky Widget. The Morisky*  
21       *Widget provides anywhere, anytime, patient-centered, medication adherence*  
22       *diagnostic assessments using the Morisky Medication Adherence Scale (MMAS-8 &*  
23       *MMAS-4). The Morisky Widget automatically scores, and reports adherence levels &*  
24       *the risk of intentional/unintentional non-adherence into databases and electronic*  
25       *medical records (EMR) where they are correlated with primary markers of adherence,*  
      timely physiological measures and with the prescribed medication for medication  
      reconciliation. Another HUGE ADVANTAGE of the Morisky Widget is the option to  
      select from 110 MMAS-8 condition specific which offer a sensitivity of 93% as  
      compared to the generic MMAS-8 at 83% sensitivity (including condition-specific  
      MMAS tests for all chronic and long-term infectious diseases.

Sincerely, Dmorisky Donald E. Morisky. See Exhibit 15

1 LLC (MMAS) of Bellevue Washington.



13 See Exhibit 8.

14 46. The BCH MMAS Morisky Widget License specified that

15 Licensee BCH can use the Morisky Widget, Morisky Kiosk Apple I Phone

16 APP, and the Morisky API to administer Morisky Widget MMAS tests. With

17 Licensor approval, BCH can use MMAS paper or electronic questionnaires,

18 but all scoring and coding must be done in the Morisky Widget.

19

20

21 47. In November 2019, MMAS Research LLC traveled to Boston at

22 their own expense, to train and certify Jacob Hartz and his colleague on

23 BCH use of the Morisky Widget software to score and code MMAS-8 tests

24 for the Mobile Health Technology and Behavioral Economics to Encourage

25

1 Adherence in Adolescents study. In the November 2019 training and  
2 certification on the Morisky Widget, BCH learned the night and difference  
3 between the traditional MMAS-8 which was a measure of medication  
4 adherence and the Morisky Widget which is a diagnostic assessment of  
5 medication taking behavior.  
6



7  
8  
9  
10  
11  
12  
13  
14  
15  
16 48. BCH was trained and certified on the Morisky Widget MMAS-8, not the  
17 traditional MMAS-8. Dr Hartz customized a Morisky Widget MMAS-8  
18 medication specific test for the BCH study.  
19

20 49. Dr Hartz clearly understood differences between the Morisky  
21 Widget MMAS-8 tests published in 2017 and the original MMAS-8  
22 tests published in the Journal of Clinical Hypertension article which  
23 was retracted for academic fraud in 2023.  
24  
25



1  
2 Morisky and MMAR Phase Out and replacement of the Morisky  
3 Widget  
4  
5



13 50. On October 31, 2021, Don Morisky wrote on his  
14 [www.moriskyscale.com](http://www.moriskyscale.com) website that he has phased out the Morisky  
15 Widget.  
16

17 51. Morisky stated that the phase out was because Steven Trubow  
18 MMAS Research LLC was required to transfer the Morisky Widget,  
19 Morisky.org, all language translations, all licenses, including Morisky  
20 Widget sub-licenses, and copyright registration to MMAS-4 and 8 widget  
21 software that bear the name of Morisky.  
22

23 Morisky added,  
24

25 The Morisky Party and MMAR agrees to provide full access to the  
Morisky Widget and support as needed to all licenses as long as

1  
2 their licenses to the Monsky Widget are in effect, including  
3 adhering to all European Union Privacy regulations (Including but  
4 not limited to GDPR and HIPM) You can reach us on our website  
5 at www.monskyscale.com. See Exhibit 9.  
6

7 52. Morisky's "phase out" was in bad faith and contravention of his  
8 CR2A pledge to provide full access and to all licenses as long as their  
9 licenses to the Morisky Widget are in effect.  
10

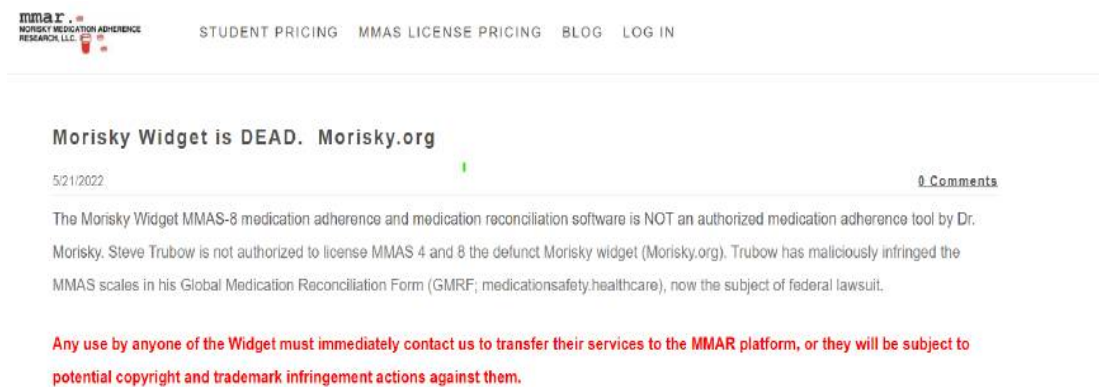
11 53. The deceit of a "phase out" progressed into treachery and  
12 tortious interference when Morisky declared all Morisky Widget licenses  
13 illegal and pledged to replace the Morisky Widget with his own MMAR LLC  
14 platform.  
15

16 54. The intensity of the inference increased to legal threats. On April  
17 21, 2022, Moriskys attorney, Christopher Austin wrote a letter on Weide  
18 and Miller letterhead that was both published on [www.moriskyscale.com](http://www.moriskyscale.com)  
19 and also delivered by email to the 200 Morisky Widget licensees in Exhibit  
20 4 of the CR2A. which included BCH. Austin wrote:  
21  
22

23 *ANY PERSON THAT USES OR LICENSES THE MORISKY*  
24 *WIDGET, MMAS-4 SCALE OR MMAS-8 SCALE WITHOUT THE*  
25 *EXPRESS WRITTEN AUTHORIZATION OF DR. MORISKY WILL*

1  
2 *BE IN VIOLATION OF U.S. FEDERAL COPYRIGHT LAW FOR*  
3 *COPYRIGHT INFRINGEMENT.*  
4

5 See Exhibit 16



14 See Exhibit 10.

15

16

17 55. An example of the confusion for Morisky Widget licensees caused

18 by Morisky, MMAR and the Austin letter can be illustrated by a very recent

19 correspondence from the Clermont Ferrand Hospital in Clermont Ferrand

20 France. As an existing licensee under the CR2A Clermont

21

22 56. Ferrand was confused by Morisky's promulgation of first,

23 negativity, and then threats. This licensee, Clermont Ferrand reacted as

24 follows:

25

1  
2  
3 On June 10, 2024, the hospitals legal officer wrote to Steve Trubow,

4 *Dear Steve,*

5  
6 *Good to hear from you, even if the subject isn't very pleasant.*

7 *Regarding the complaint sent last sunday evening , I have*  
8 *some questions :*

9  
10 *I just have an additionnal question : in fact I*  
11 *am questionning myself since we have received a mail on May 22th*  
12 *2022 mentionning that only Dr. MORISKY was entitled to*  
13 *grant license on the MMAS 8 Scale. I was wondering if you are*  
14 *aware of that ? We did not answer to this mail,*  
15 *since we've paid our license to you in a regular manners.*

16  
17 *Would you mind telling us what we are supposed to do with the mail*  
18 *from Weide & Miller who is supposed to be Dr. Morisky Lawyer.*

19  
20 *Sincerly, Marie Cousseau*

21  
22 *Marie-Anne COURTOUX -COUSSEAU*

23 *Responsable Affaires Juridiques Recherche & Valorisation*

24 *Référente Admnistrative Fédération de Greffes*

25 *Secteur Affaires Juridiques & Valorisation DRCI*

*CENTRE HOSPITALIER UNIVERSITAIRE DE CLERMONT-  
FERRAND*

*Direction de la Recherche Clinique et de l'Innovation*

Bâtiment Dunant - 3è étage

**58** ue Montalembert - 63003 Clermont-Ferrand

See Exhibit 22

57. In contrast to licensee Clement Ferrand, BCH engaged in actions that constitute breach of their License Agreement with MMAS, as described below.

---

BCH Breaches of their Morisky Widget License and its Conjunction with Threats, Infringement and Other Misdeeds under the CR2A by the Morisky Parties

58. On July 3, 2022, Steven Trubow, MMAS Research LLC wrote an email to Jacob Hartz and Hannah Palfrey, to address breaches of the BCH Morisky Widget license. BCH failed to include the Morisky Widget licensing, trademark, and copyright information on the National Institutes of Health ClinicalTrials gov posting for NCT04458766 The Use of Mobile Health Technology and Behavioral Economics to Encourage Adherence in

1 Adolescents See Exhibit 11

2  
3  
4  
5  
6 59. On July 4, 2022, Jacob Hartz responded to Trubow and ccd  
7 Hannah Palfrey. Jacob Hartz wrote that BCH updated the clinicaltrials.com  
8 website for NCT04458766, as shown below, listing MMAS Research LLC  
9 as a collaborator on the study.  
10

11 **Sponsor/Collaborators**

12 Sponsor: Boston Children's Hospital  
13 Responsible Party: Principal Investigator  
14 Investigator: Jacob Hartz  
15 Official Title: Staff Cardiologist and Instructor of Pediatrics  
16 Affiliation: Boston Children's Hospital  
17 Collaborators: Wellth Inc.  
18 MMAS Research LLC

19 [https://classic.clinicaltrials.gov/ct2/history/NCT04458766?V\\_5=View#StudyPageTop](https://classic.clinicaltrials.gov/ct2/history/NCT04458766?V_5=View#StudyPageTop) See Exhibit 17

20 Trade Secret Infringement by BCH

21  
22  
23 60. Additional breaches of the BCH Morisky Widget license contract  
24 included the misappropriation of trade secret Morisky Widget MMAS-8  
25 scoring and coding as a result of BCH administering, scoring, and coding

1 their customized Morisky Widget MMAS-8 test outside of the Morisky  
2 Widget.

---

3  
4  
5  
6  
7 61. On Jul 5, 2022, Steve Trubow wrote Jacob Hartz. *Sorry for the*  
8 *inconvenience, one more question. How will the MMAS-8 tests be*  
9 *administered ? Please remember if you administer MMAS-8 tests outside*  
10 *of the Morisky Widget, it requires Licensor approval, to use MMAS paper*  
11 *or electronic questionnaires.*

12  
13  
14 62. On Jul 5, 2022, email, Jacob Hartz attached to the email a  
15 Morisky Widget MMAS-8\_condition and medication specific MMAS-8 paper  
16 test, that they created.

17  
18 63. BCH administered scored and coded a paper Morisky Widget  
19 MMAS-8 test that utilized and divulged trade secret scoring and coding  
20 criteria, See the Morisky Widget MMAS-8 below. On the bottom it states  
21 How many answers did they give that are in Bold Uppercase (YES) >2  
22 ELIGIBLE. (except for question #5 where the trade secret scoring and  
23 coding is reversed.)  
24  
25

---

Patient name:  
MRN:

Date:

1) Do you sometimes forget to take your prescription cholesterol medication?	<input type="checkbox"/> YES <input type="checkbox"/> No
2) People sometimes miss taking their medications for reasons other than forgetting. Thinking over the past two weeks, were there any days when you did not take your prescription cholesterol medication?	<input type="checkbox"/> YES <input type="checkbox"/> No
3) Have you ever cut back or stopped taking your prescription cholesterol medication without telling your doctor because you felt worse when you took it?	<input type="checkbox"/> YES <input type="checkbox"/> No
4) When you travel or leave home, do you sometimes forget to bring along your prescription cholesterol medication?	<input type="checkbox"/> YES <input type="checkbox"/> No
5) Did you take all your prescription cholesterol medication last time you were supposed to take it?	<input type="checkbox"/> Yes <input type="checkbox"/> NO
6) When you feel like your symptoms are under control, do you sometimes stop taking your prescription cholesterol medication?	<input type="checkbox"/> YES <input type="checkbox"/> No
7) Taking medicine every day is a real inconvenience for some people. Do you ever feel hassled about sticking to your cholesterol treatment plan?	<input type="checkbox"/> YES <input type="checkbox"/> No
8) How often do you have difficulty remembering to take all your prescription medications to lower your cholesterol level?	<input type="checkbox"/> Never/rarely <input type="checkbox"/> Once in a while <input type="checkbox"/> Sometimes <input type="checkbox"/> Usually <input type="checkbox"/> ALL THE TIME

How many answers did they give that are in **BOLD UPPERCASE**? \_\_\_\_ (≥ 2 → ELIGIBLE)

See Exhibit 19.

64. One of the most important and protected Morisky Widget trade secrets is that unlike all other medication adherence assessments the MMAS-8 questions # 1,2,3,4,5,6,7, are designed to remove socially desirable responses, the tendency to give overly positive responses that threaten the validity of the MMAS 8 and 4 assessments.



1  
2  
3 65. Most patients try to please their doctor when answering  
4 questions. So, when a Doctor asks them if they are taking their medications  
5 as prescribed, the most common answer is YES DOCTOR, even if they are  
6 not taking their medication.  
7

8 66. The MMAS trade secret is to remove the social desirability  
9 influence by making a patients YES answers to questions 1,2,3,4,6,and 7  
10 a negative response, meaning that they are non-adherent to their  
11 prescribed medications, thus BCH divulged on a paper Morisky Widget  
12 MMAS-8 test, How many answers did they give that are in Bold Uppercase  
13 (YES) >2 ELIGIBLE. See Exhibit 19  
14  
15

16 67. Another MMAS-8 trade secret divulged on the BCH MMAS-8  
17 paper test shows that for MMAS-8 question # 5, the scoring and coding is  
18 reversed, and NO is bold not Yes. See Exhibit 19  
19  
20

21 68. In their Morisky Widget License, BCH agreed that changes or  
22 any modifications to the wording, phrasing, or scoring of the MMAS, require  
23 certification on the Morisky Widget editor and translator. BCH agreed that  
24 coding and scoring criteria of the MMAS are trade secrets of MMAS and as  
25 such can never be divulged in any publication. See *Exhibit 8*.

1  
2  
3 69. On July 6, 2022, Jacob Hartz wrote to Steven Trubow:

4       *We have administered 4 (MMAS-8) tests. Our enrollment protocol*  
5 *was answering a positive (i.e., consistent with lower adherence) to at least*  
6 *one question.* (emphasis added) *If any of this is serious breach of contract*  
7 *and you feel it necessary to end our agreement, we would understand. We*  
8 *certainly did not mean to do anything incorrectly and it was always our*  
9 *intention to follow our contract entirely. It would be a tremendous loss to*  
10 *our study, but we want to respect our agreement and your organization.*  
11 See Exhibit 20.  
12

13  
14  
15 BCH Breach in Conjunction with Morisky and MMAR

16  
17 70. Contrary to the above statement by Jacob Hartz in July 2022, on  
18 January 10, 2023, BCH removed the MMAS Research copyright notification  
19 from ClinicalTrials.gov without the Licensor's permission. BCH updated the  
20 clinicaltrials.gov website for NCT04458766 with a notification that *the*  
21 *MMAS-8 was used with permission from Dr. Morisky. The MMAS-8 scale,*  
22 *content, name and trademarks are protected by US Copyright and*  
23 *trademark laws. Permission for use of the scale and its coding is required.*  
24  
25 *A license agreement is available from MMAR LLC*

1 **▸ Sponsor/Collaborators**

2 Sponsor: Boston Children's Hospital  
3 Responsible Party: Principal Investigator  
4 Investigator: Jacob Hartz  
5 Official Title: Staff Cardiologist and Instructor of Pediatrics  
6 Affiliation: Boston Children's Hospital  
7 Collaborators: Wellth Inc.  
8 MMAS-8 with permission from Dr Donald Morisky. as written below

9 Type: MMAS-8 with permission from Dr Donald Morisky. as written below:

10 URL: <http://www.moriskyscale.com> 

11 The MMAS-8 Scale, content, name, and trademarks are protected by US  
12 copyright and trademark laws. Permission for use of the scale and its  
13 coding is required. A license agreement is available from MMAR, LLC.

14 See Exhibit18.

15 71. On January 24, 2024, BCH again updated the ClinicalTrials.gov  
16 website for NCT04458766 and against included the following notification.  
17 *The MMAS-8 scale, content, name and trademarks are protected by US*  
18 *Copyright and trademark laws. Permission for use of the scale and its*  
19 *coding is required. A license agreement is available from MMAR LLC*

20 72. The replacement of BCH licensed and copyright Morisky Widget  
21 MMAS-8 medication specific tests with Morisky's 2006 copyrighted generic  
22 condition tests as published on the Clinical Trials gov website constitutes  
23 willful infringement of MMAS Research LLC registered Morisky Widget  
24  
25

copyright. Below are copies of the BCH Morisky Widget created MMAS-8 medication specific test and Morisky 2006 copyrighted generic condition test that is filed in the United States Copyright office.

---

Patient name:  
MRN:

Date:

1) Do you sometimes forget to take your prescription cholesterol medication?	<input type="checkbox"/> YES <input type="checkbox"/> No
2) People sometimes miss taking their medications for reasons other than forgetting. Thinking over the past two weeks, were there any days when you did not take your prescription cholesterol medication?	<input type="checkbox"/> YES <input type="checkbox"/> No
3) Have you ever cut back or stopped taking your prescription cholesterol medication without telling your doctor because you felt worse when you took it?	<input type="checkbox"/> YES <input type="checkbox"/> No
4) When you travel or leave home, do you sometimes forget to bring along your prescription cholesterol medication?	<input type="checkbox"/> YES <input type="checkbox"/> No
5) Did you take all your prescription cholesterol medication last time you were supposed to take it?	<input type="checkbox"/> Yes <input type="checkbox"/> NO
6) When you feel like your symptoms are under control, do you sometimes stop taking your prescription cholesterol medication?	<input type="checkbox"/> YES <input type="checkbox"/> No
7) Taking medicine every day is a real inconvenience for some people. Do you ever feel hassled about sticking to your cholesterol treatment plan?	<input type="checkbox"/> YES <input type="checkbox"/> No
8) How often do you have difficulty remembering to take all your prescription medications to lower your cholesterol level?	<input type="checkbox"/> Never/rarely <input type="checkbox"/> Once in a while <input type="checkbox"/> Sometimes <input type="checkbox"/> Usually <input type="checkbox"/> ALL THE TIME

See Exhibit 19

**Morisky Medication Adherence Scale™ (8-Item MMAS™ Instrument)**

Copyright 2006 Donald E. Morisky. All rights reserved.

You indicated that you are taking medication for your <health condition>. Individuals have identified several issues regarding their medication-taking behavior and we are interested in your experiences. There is no right or wrong answer. Please answer each question based on your personal experience with your <health condition> medication.

(Please check your response below)

	No	Yes
1. Do you sometimes forget to take your <health condition> pills?		
2. People sometimes miss taking their medications for reasons other than forgetting. Thinking over the past two weeks, were there any days when you did not take your <health condition> medicine?		
3. Have you ever cut back or stopped taking your medication without telling your doctor, because you felt worse when you took it?		
4. When you travel or leave home, do you sometimes forget to bring along your <health condition> medication?		
5. Did you take your <health condition> medicine yesterday?		
6. When you feel like your <health condition> is under control, do you sometimes stop taking your medicine?		
7. Taking medication everyday is a real inconvenience for some people. Do you ever feel hassled about sticking to your <health condition> treatment plan?		

8. How often do you have difficulty remembering to take all your medications?

(Please circle your response below)

Never/Rarely.....4

Once in a while.....3

Sometimes.....2

Usually.....1

All the time.....0

See Exhibit 21

1           73. The foregoing connects BCH breach of its MMAS License  
2 Agreement to the intentional acts of interference and infringement by the  
3 Morisky Parties in contravention of their commitments and obligations  
4 under the CR2A Agreement.  
5

---

6                                   **FIRST CAUSE OF ACTION**  
7                                   **BREACH OF CONTRACT**  
8                                   **AS TO ALL DEFENDANTS)**  
9

10           74. MMAS Research realleges each allegation contained in the  
11 preceding paragraphs.  
12

13           75. This cause of action for breach of contract is established by the  
14 prima facie elements of (1) existence of contractual obligation and (2) facts  
15 demonstrating breach thereof.  
16

17           76. A contractual obligation was established by the execution of a  
18 license agreement between Defendant BCH and Plaintiff, (“the License  
19 Agreement”), which License Agreement permitted use of the Morisky  
20 Widget under specific conditions.  
21

22           77. Under the License Agreement, BCH as licensee is required to  
23 score and code diagnostic assessments, MMAS-4 and MMAS-8 tests in  
24 only with the Morisky Widget and to be trained and certified on the use of  
25 the Morisky Widget before administering it to patients.

1  
2 78. Under the License Agreement, BCH was required to score and  
3 code diagnostic assessments, MMAS-4 and MMAS-8 tests in only with the  
4 Morisky Widget and to be trained and certified on the use of the Morisky  
5 Widget before administering it on patients.  
6

7 79. Instead, BCH scored and coded MMAS-4 and MMAS-8 tests  
8 outside of the Morisky Widget, which not only violates the terms of the  
9 License Agreement but also potentially put patients being studied at risk for  
10 potentially inaccurate scoring and coding of these adherence tests.  
11

12 80. The License Agreement clearly set out that the scoring and  
13 coding of the MMAS tests were “trade secrets of MMAS and as such can  
14 never be divulged in any publication, presentation, or website without  
15 written permission from MMAS [Research].”  
16

17 81. To the contrary, BCH published the scoring and coding of the  
18 MMAS-8 on the National Institutes of Health website, clinical.trials.gov,  
19 without written permission from MMAS Research.  
20

21 82. Also, to the contrary, as shown below, BCH appears to have  
22 emphasized the scoring of the MMAS-8 tests in the tests themselves by  
23 bolding answers to the test’s questions that result in a score of 1 versus 0:  
24  
25



Patient name:  
MRN:

Date:

1) Do you sometimes forget to take your prescription cholesterol medication?	<input type="checkbox"/> YES <input type="checkbox"/> No
2) People sometimes miss taking their medications for reasons other than forgetting. Thinking over the past two weeks, were there any days when you did not take your prescription cholesterol medication?	<input type="checkbox"/> YES <input type="checkbox"/> No
3) Have you ever cut back or stopped taking your prescription cholesterol medication without telling your doctor because you felt worse when you took it?	<input type="checkbox"/> YES <input type="checkbox"/> No
4) When you travel or leave home, do you sometimes forget to bring along your prescription cholesterol medication?	<input type="checkbox"/> YES <input type="checkbox"/> No
5) Did you take all your prescription cholesterol medication last time you were supposed to take it?	<input type="checkbox"/> Yes <input type="checkbox"/> NO
6) When you feel like your symptoms are under control, do you sometimes stop taking your prescription cholesterol medication?	<input type="checkbox"/> YES <input type="checkbox"/> No
7) Taking medicine every day is a real inconvenience for some people. Do you ever feel hassled about sticking to your cholesterol treatment plan?	<input type="checkbox"/> YES <input type="checkbox"/> No
8) How often do you have difficulty remembering to take all your prescription medications to lower your cholesterol level?	<input type="checkbox"/> Never/rarely <input type="checkbox"/> Once in a while <input type="checkbox"/> Sometimes <input type="checkbox"/> Usually <input type="checkbox"/> ALL THE TIME

How many answers did they give that are in BOLD UPPERCASE? \_\_\_\_ (≥ 2 → ELIGIBLE)

83. Additionally, question 5 of the unauthorized test created by BCH above implies the scoring for question 5 was switched, which, along with the scoring for the Yes and No, represents a well-kept trade secret of MMAS.

84. In the License Agreement, both BCH and MMAS mutually agreed that if “BCH divulges Morisky Widget scoring and coding criteria it will be considered a breach of the Morisky Widget license and MMAS

1 [Research] will have the right to suspend or terminate the Agreement.”

2 85. Moreover, the above MMAS-8 test was created by BCH and  
3 given as a paper test to patients without any permission by MMAS; yet the  
4 License Agreement specifically requires “Licensor approval” for BCH to  
5 “use MMAS paper or electronic questionnaires.”  
6

7 86. The above MMAS-8 test was created by BCH and given as a  
8 paper test to patients and scored outside of the Morisky Widget; yet the  
9 License Agreement specifically requires that all “scoring and coding must  
10 be done in the Morisky Widget.”  
11

12 87. The License Agreement required BCH to acknowledge MMAS  
13 Research as the owner of the Morisky Widget in all publications of testing  
14 results and provide attribution (including copyright and the trademark  
15 notices) as provided in the License Agreement’s Appendix 1.  
16

17 88. BCH has breached the License Agreement by using the Morisky  
18 Widget license in violation of the foregoing conditions by the following  
19 actions and failures to act and has accordingly violated those obligations:  
20

21 89. None of the publications by BCH that reference the MMAS tests  
22 were published with the proper attribution notices in Appendix 1 of the  
23 License Agreement.  
24  
25

1  
2  
3 90. For at least these acts, Defendants have breached the License  
4 Agreement, and MMAS Research is entitled to damages determined at trial  
5 and specific relief to retract the disclosures of trade secret and proprietary  
6 information.  
7

8  
9  
10 **SECOND CAUSE OF ACTION**  
11 **DCMA Section 1202, Violation Of The**  
12 **Integrity Of Copyright Management**  
13 **(AS TO ALL DEFENDANTS)**

14 91. MMAS Research realleges each allegation contained in the  
15 preceding paragraphs.

16 92. At all times relevant hereto, MMAS Research was the owner of  
17 all rights to assert copyright claims for the Morisky Widget.  
18

19 93. MMAS Research has complied in all respects with the Copyright  
20 Act of 1976, 17 U.S.C. §§ 101, et seq., and all other laws governing  
21 copyright.  
22

23 94. Copyright law restricts the removal or alteration of copyright  
24 management information ("CMI") — information such as the title, the  
25

1 author, the copyright owner, the terms, and conditions for use of the work,  
2 and other identifying information set forth in a copyright notice or conveyed  
3 in connection with the work. See 17 U.S.C. § 1202(b)-(c). A party may be  
4 held liable for providing or distributing false Copyright Management  
5 information (CMI) "knowingly and with the intent to induce, enable,  
6 facilitate, or conceal infringement." 17 U.S.C. § 1202(a); *Baronius Press*  
7 *Ltd. v. Faithlife Corp.* (WWDC 2024\_January 31, 2024, 2024 U.S. Dist.  
8 LEXIS 1719  
9

10  
11 95. More specifically, removal or alteration of the name and other  
12 indicia of ownership from a Work, and distribution with a reasonable basis  
13 to know that such actions would induce, enable, facilitate, or conceal  
14 copyright infringement constitutes a DMCA violation. *Stevens v.*  
15 *Corelogic, Inc.*, 899 F.3d. 666, 673 (9th Cir. 2018).  
16  
17

18 96. MMAS Research is informed and believes that Defendants  
19 misattributed and otherwise changed the attribution of the Morisky Widget  
20 copyrighted work in web postings on the United States National Institute of  
21 Health website, intentionally in violation of 1202(a).  
22  
23  
24  
25

1           97. MMAS Research is informed and believes and thereon alleges  
2 that Defendants have infringed the Morisky Widget under DCMA Section  
3 1202 by using, copying, counterfeiting, distributing, or otherwise exploiting  
4 the same contrary to the limited-use licenses granted in the License  
5 Agreement.  
6

7           98. MMAS Research is informed and believes and thereon alleges  
8 that Defendants have infringed the Morisky Widget copyright under DCMA  
9 Section 1202 by using, copying, counterfeiting, distributing, or otherwise  
10 exploiting the same in the course of NCT04458766, The Use of Mobile  
11 Health Technology and Behavioral Economics to Encourage Adherence in  
12 Adolescents.  
13  
14

15           99. MMAS Research is informed and believes and thereon alleges  
16 that Defendants have infringed the Morisky Widget copyrights by using,  
17 copying, counterfeiting, distributing, or otherwise exploiting the same in  
18 publications in the medical literature and on the United States National  
19 Institute of Health website.  
20  
21

22           100. Such copyright infringement was willful given the License  
23 Agreement and its required attribution notices, as well as clear reference  
24 to MMAS Research's ownership of the Morisky Widget.  
25

1           101. As a direct result BCH's infringement, MMAS Research has  
2 sustained damages in an amount to be determined at trial.

3           102. Pursuant to 17 U.S.C. §§ 502, 503, 504, and 505, MMAS  
4 Research is entitled to an award of actual damages, injunctive relief, the  
5 impoundment, and destruction of the infringing materials, and MMAS  
6 Research's attorneys' fees and costs.  
7

8           103. In addition, MMAS Research is further entitled to statutory  
9 damages for infringement and willful infringement of BCH.  
10

---

11  
12                           **THIRD CAUSE OF ACTION**

13                           **Tortious Interference With Contract**

14                           **(As To Defendants MMAR LLC, DONALD MORISKY)**

15           104. MMAS Research realleges each allegation contained in the  
16 preceding paragraphs. At all times relevant hereto, MMAS Research was  
17 the owner of all rights to assert claims for the Morisky Widget.  
18

19           104. MMAS Research claims Donald Morisky and MMAR LLC  
20 intentionally interfered with the Morisky Widget license contract between  
21 Plaintiff and Boston's Children's Hospital.  
22

23           105. In December 2020, Morisky, MMAR LLC, Trubow, and MMAS  
24 Research LLC dismissed all previous complaints against each other with  
25

prejudice and signed a preliminary settlement agreement, CR2A. See Exhibit 4.

106. The CR2A was supposed to protect Plaintiff from Morisky interfering with existing Morisky Widget licenses

107. Instead Morisky in spite of his legal obligations under the CR2A tortiously interfered with Plaintiffs 200 CR2A Morisky Widget licensees which included Boston Children's Hospital.

---

**EXHIBIT 4**  
**Morisky Widget Licensees**

Licensees

---

Boston Children's Hospital  
Bristol University  
Bristol-Myers Squibb USA  
Brussels Free University School of Public Health

108. On March 10, 2022 in Case 2:21-cv-01301-RSM-DWC in the Western District Court of Washington, Morisky filed the instant motion for a Preliminary Injunction. In the motion, he asks the Court to issue an order prohibiting Defendants from using and selling all "Morisky IP" because, according to Morisky, MMAS Research are not limiting their use to "pursuit of previously existing infringement claims" as permitted by Exhibit 3 of the CR2A. Exhibit 13

1           109. On April 15, 2022, the Western Washington Federal District  
2 Court recommended Morisky's Motion for Preliminary Injunction be denied.  
3 *The fact the Morisky Widget is exclusively in Defendants' control is a*  
4 *particularly salient point here because the purpose of a preliminary*  
5 *injunction is to preserve the status quo until the case can be heard on the*  
6 *merits. Here the last uncontested status preceding this case is clearly*  
7 *spelled out by the CR2A. Paragraph four of the settlement (CR2A)*  
8 *authorizes Defendants to pursue retroactive licensing agreements for the*  
9 *Morisky Widget. Were the Court to issue a preliminary injunction this status*  
10 *quo would be upset by halting the process of MMAS Research pursuing*  
11 *retroactive licensing agreements, and as a result, the relief the (CR2A)*  
12 *ultimately affords Morisky (including the assignment of the Morisky Widget*  
13 *and any related intellectual property to him would only be further*  
14 *delayed. See Exhibit 13.*

15  
16  
17  
18  
19           110. The CR2A, Exhibit 4, listed a minimum number of 200 perpetual  
20 Morisky Widget licenses that were executed before the CR2A was  
21 executed in December 2020. The Morisky Widget licensees in the CR2A  
22 Exhibit 4 included Boston Children's Hospital.  
23  
24  
25



1           111. The CR2A was an enforceable contract, that was supposed to  
2 protect Plaintiff from Morisky tortiously interfering with the CR2A Exhibit 4  
3 Morisky Widget licensees.  
4

5           112. In the CR2A section II *the parties agreed that the list of Morisky*  
6 *Widget licensees set forth in Exhibit 4 to this Agreement represents the*  
7 *minimum number of all such License Agreements.* Exhibit 4  
8

9           113. In the CR2A section II the parties agreed *the Trubow Party shall*  
10 *train the Morisky Party in the use of the Morisky so that they may operate*  
11 *and maintain it as currently constituted and service licensees as presently*  
12 *done by the Trubow Party.* Exhibit 4.  
13

14           114. By their own choice, the Moriskys refused all attempts by the  
15 Plaintiff to train Morisky and MMAR to obtain certification on the Morisky  
16 Widget so that they could provide service to the Morisky Widget licensees  
17 in the CR2A Exhibit 4 including Boston Children's Hospital.  
18

19           115. In the CR2A section II *Donald Morisky agreed to assume all*  
20 *ongoing obligations and responsibilities under all License Agreements*  
21 *Exhibit 4*  
22

23           116. From the execution of the CR2A in December 2020 to the  
24 present day. MMAS Research has operated the Morisky Widget to service  
25

1 Exhibit IV licensees, despite tortious interference by the Morisky party and  
2 MMAR., which is the cause of action in this complaint.

3 117. In the CR2A section II, *The Morisky Party and MMAR agrees to*  
4 *provide full access to the Morisky Widget and support as needed to all*  
5 *licensees as long as their licenses to the Morisky Widget are in effect.*

6  
7 118. This included Boston Children's Hospital whose license, Morisky  
8 replaced with his own MMAR LLC MMAS-8 license in January 2023.

9  
10 119. From the execution date in December 2020 to the present day  
11 MMAS Research has operated the Morisky Widget to service Exhibit IV  
12 licensees, without the support of Donald Morisky and MMAR.

13  
14 120. Morisky and his counsel had knowledge of his obligation under  
15 the terms of the CR2A and consented to memorialize the expectancies in  
16 Exhibit 4 to the CR2A.

17  
18 121. By various publications either on the Internet or in various email  
19 communications with Boston Children's Hospital listed in Exhibit 4 to the  
20 CR2A, Morisky and his counsel intentionally disparaged Trubow and  
21 MMAS Research and their ability to effectuate the terms of the CR2A and  
22 the respective BCH Morisky Widget license.  
23  
24  
25

1           122. As evidenced by the allegations and Exhibits attached hereto,  
2 Morisky and his counsel have repeatedly and intentionally interfered with  
3 Trubow and MMAS Research's ability to perform the agreed terms of the  
4 CR2A and to effectuate settlements and licenses provided by the CR2A.  
5

6           123. Morisky is well aware that Defendants were authorized to service  
7 licensees under the terms of the CR2A; Morisky was aware because he  
8 was a party to the CR2A. By emailing the Austin Letter to Widget licensees,  
9 it is clear that Morisky is intentionally trying to terminate existing Widget  
10 licenses.  
11

12           124. In the case of the BCH Morisky Widget license, it was replaced  
13 with MMAR LLC MMAS-8 license as evidenced on several ClinicalTrials  
14 gov postings,  
15  
16

17           125. It is also clear that Morisky's end goal was to transition the 200+  
18 existing Widget licensees over to his MMAR platform, which was not the  
19 intent of these licensees when they signed up nor was it the intent of  
20 Morisky and Defendants when the CR2A was signed. In fact, Section 7 of  
21 the CR2A specifically requires Morisky "to provide full access to the  
22 Morisky Widget and support as needed to all licensees as long as their  
23 licenses to the Morisky Widget are in effect, including adhering to all  
24  
25

European Union Privacy regulations (including but not limited to GDPR) and HIPPA),”. Exhibit 4

126. Morisky and his counsel have interfered for an improper purpose or used improper means outside of the scope of the CR2A.

127. Trubow and MMAS Research have lost expected revenue resulting from the intentional tortious actions of Morisky and his counsel in a sum to be proven at trial, but in a sum no less than \$5,000,000.

128. To the contrary, instead of meeting “*all ongoing obligations and responsibilities under all Morisky Widget License Agreements*” Donald Morisky and MMAR have tortiously interfered with Plaintiff’s obligations to service, train and otherwise support BCH Morisky Widget license under the CR2A.

129. Such interference has not only been entirely their obligations but has been directed to cause harm to Plaintiff. These tortious actions have included:

- 
- A. Attempts to destroy the Morisky Widget.
  - B. Interfere with existing licenses and sub-licenses concerning the Morisky Widget.
  - C. Direct threats to existing licensees.

1 D. Postings on [www.moriskyscale.com](http://www.moriskyscale.com) and other websites that delivered  
2 general threats concerning use of the Morisky Widget; and  
3

4 130. Replacing attribution to the Morisky Widget and MMAS in  
5 publications.  
6

7 The tortious actions by Defendants Donald Morisky and MMAR have  
8 caused untold damage to Plaintiff, have destroyed ongoing efforts to  
9 support the licensees under the CR2A and have damaged the efforts to  
10 provide access to the significant benefits of the Morisky Widget to the  
11 medical community and to public health.  
12

13  
14 **FOURTH CAUSE OF ACTION**  
15 **Trade Secret Misappropriation**  
16 **(As To Defendants BCH AND JACOB HARTZ)**

17 131. MMAS Research realleges each allegation contained in the  
18 preceding paragraphs.  
19

20 132. The Under the Defend Trade Secrets Act 18 U.S.C.S. § 1839(3).  
21 A trade secret consists of three elements: (1) information; (2) that is  
22 valuable because it is unknown to others; and (3) that the owner has  
23 attempted to keep secret.  
24  
25

1 133. Plaintiff has asserted trade secret rights in information that is  
2 valuable, unknown to others and to which Plaintiff has kept secret.  
3 Namely Plaintiff possesses and asserts trade secret rights in the wording,  
4 phrasing, or scoring of the Morisky Widget which are designed to remove  
5 socially desirable responses, the tendency to give overly positive  
6 responses that threaten the validity of the MMAS 8 and 4 assessments.  
7

8  
9 134. To succeed on a claim for misappropriation of trade secrets  
10 under the Defend Trade Secrets Act, a plaintiff must prove: (1) that the  
11 plaintiff possessed a trade secret; (2) that the defendant misappropriated  
12 the trade secret; and (3) that the misappropriation caused or threatened  
13 damage to the plaintiff. *Inteliclear, LLC v. ETC Global Holdings, Inc.*, 9th  
14 Circuit Court of Appeals, 978 F.3d 653 (9th Cir 2020).  
15  
16

17 135. MMAS Research does not permit licensees to disclose scoring  
18 and coding, let alone the flipping of how Question 5 of the MMAS-8 is  
19 scored. Yet, BCH provided paper tests to patients with answers that provide  
20 specific scoring bolded in a way that the scoring could be detected and  
21 Question 5's scoring could be identified.  
22  
23  
24  
25

1           136. As mentioned above, BCH agreed to the existence of trade  
2 secrets and that changes or any modifications to the wording, phrasing, or  
3 scoring of the MMAS, require certification on the Morisky Widget editor and  
4 translator.  
5

6           137. In the License Agreement, BCH agreed that changes or any  
7 modifications to the wording, phrasing, or scoring of the MMAS, require  
8 certification on the Morisky Widget editor and translator. BCH agreed that  
9 coding and scoring criteria of the MMAS are trade secrets of MMAS and as  
10 such can never be divulged in any publication. (See above Para 57).  
11

12           138. Defendant Jacob Hartz, admitted to knowingly violating the trade  
13 secret rights of Plaintiff by making changes to the wording phrasing and  
14 scoring criteria while using the Morisky Widget on behalf of BCH.  
15

16           139. Accordingly, Defendants BCH and Jacob Hartz have no basis  
17 for challenging the cause of action for Trade Secret Misappropriation.  
18

19           140. Defendants BCH and Jacob Hartz misappropriated MMAS  
20  
21 Research's trade secrets.  
22

23           141. MMAS Research has over 200 licensees of its software, to some  
24 of the largest pharmaceutical, clinical research organizations, hospitals,  
25

1 and universities in the world. Divulging trade secret scoring and coding  
2 reduces the value of the widely used Morisky Widget software.

3 142. BCH misappropriated MMAS Research's confidential,  
4 proprietary, and trade secret information by disclosing MMAS-8 coding  
5 criteria in the unauthorized MMAS paper tests. This misappropriation of  
6 MMAS Research's confidential, proprietary, and trade secret information  
7 was intentional, knowing, willful, and malicious.  
8  
9

10 143. As the direct and proximate result of BCH's conduct, MMAS  
11 Research has suffered and, if BCH's conduct is not stopped, will continue  
12 to suffer severe competitive harm, irreparable injury, and significant  
13 damages, in an amount to be proven at trial. Because MMAS Research's  
14 remedy at law is inadequate, MMAS Research seeks, in addition to  
15 damages, temporary, preliminary, and permanent injunctive relief to  
16 recover and protect their confidential, proprietary, and trade secret  
17 information and to protect other legitimate business interests. Plaintiffs'  
18 business operates in a competitive market and will continue suffering  
19 irreparable harm absent injunctive relief.  
20  
21  
22

23 144. Plaintiff MMAS Research has been damaged by the foregoing  
24 and is entitled to an award of exemplary damages and attorney's fees.  
25



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**FIFTH CAUSE OF ACTION**  
**17 U.S. Code § 504 – Willful Statutory**  
**Infringement Of Copyright Of Morisky Widget MMAS-8**  
**(AS TO ALL DEFENDANTS)**

145. MMAS Research realleges each allegation contained in the preceding paragraphs.

146. Defendants intentionally violated the rights of Plaintiff as the copyright holder of the Morisky Widget, preventing Plaintiff from displaying the MMAS-8 results of the Morisky Widget.

147. Defendants knowingly infringed by abandoning the Plaintiff's license and executing a traditional MMAS-8 license to replace the Plaintiff's Morisky Widget MMAS-8 license.

148. Defendants acted recklessly by disregarding MMAS Research LLC registered copyright by continuing to infringe the Morisky Widget after the United State 9th Circuit Court upheld Plaintiff's ownership of the same.

149. By these acts, Defendants have breached MMAS' exclusive rights as a copyright owner to license, maintain, publish, and distribute its copyrighted work.

---

---

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

### III. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that this Court enter judgment in their favor and against Defendants as follows:

1. For actual damages in an amount according to proof at trial, and for any additional profits attributable to infringements of Plaintiff MMAS Research's copyright in the Morisky Widget, in accordance with proof at trial.

2. For statutory damages for copyright infringement and/or willful copyright infringement by Defendants.

3. For issuance of preliminary and permanent injunctive relief against Defendants, and each of them, and their respective officers, agents, representatives, servants, employees, attorneys, successors and assigns, and all others in active concert or participation with Defendants, enjoining and restraining them from: using the Widget Tests or the Morisky Widget copyrighted work until a license is obtained, including the maintenance on websites, posted on the Internet, or in any publication, articles, and reports described herein, or any such articles, publication, and reports in the future that use or reference the Widget Tests, MMAS-8, or the Morisky Widget;

4. Order that Defendants file with this Court and serve upon Plaintiffs within thirty (30) days after service on Defendants of an injunction in this action, a report by Defendants, under oath, setting forth that Defendants have complied with the injunction, as well as the steps they have taken to comply.

5. For costs of suit herein incurred.

6. For attorneys' fees.

7. For prejudgment interest in the amount of ten percent (10%) per annum or the maximum amount allowed by law; and

8. For such other and further relief, the Court deems just and proper.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

A. P. R.

Ashkon Roozbehani  
Massachusetts Bar # 694483  
Persepolis Law, PLLC  
809 Washington St., Suite A  
Newton, MA 02460  
Telephone: (617) 431-4329  
[persepolaw@gmail.com](mailto:persepolaw@gmail.com)